

Mair 3/13/08

David N. Mair [DM-8883]
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

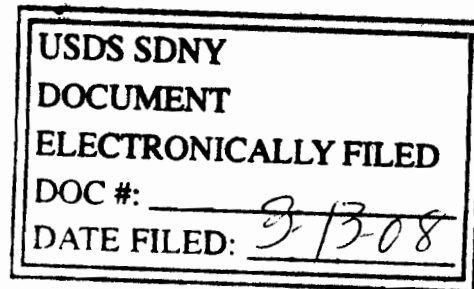
-----x
TIMOTHY SKENNION,

Plaintiffs,

-against-

EMAIL DATA SOURCE, INC.,

Defendant.
-----x



07 cv. 7466 (VM)

STIPULATION AND ORDER OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the plaintiff, Timothy Skennion, and Defendant, Email Data Source, Inc., and ordered by the Court, that the plaintiff's claims against defendant are hereby resolved and this action is hereby dismissed, with prejudice, on the following terms and conditions:

1. Defendant shall pay plaintiff the total sum of \$87,635 ("Settlement Amount") by delivering to plaintiff's undersigned counsel checks made payable to plaintiff pursuant to the following schedule:

(a) Defendant shall deliver payment of \$5,619 on or before March 14, 2008;

(b) Beginning on April 4, 2008, and continuing on or before the 4th day of each month for 11 months thereafter, EDS shall deliver a total of 12 monthly

payments of \$6,314.08 for a total of \$75,769; and

(c) Defendant shall deliver payment of an additional \$6,247 simultaneously with the last monthly payment referred to in paragraph 1(b) hereof.

2. In the event that defendant fails to make any portion of the Settlement Amount within five days after written notification is provided to defendant's counsel that defendant has failed to make a payment required by paragraph 1 hereof, or that such a payment is not honored by the bank upon which it is drawn, then plaintiff may, at his option and with no further notice to defendant, accelerate the due date of the entire remaining balance of the Settlement Amount, declare that sum immediately due and payable, and present for docketing and entry with the Clerk of Court, together with an appropriate declaration or affidavit of counsel if necessary, a judgment against defendant in the form annexed as Exhibit A in the amount of the Settlement Amount less the sum of any payments that defendant has made to that date, which judgment plaintiff shall thereafter be entitled to enforce forthwith.

3. Simultaneously with the execution hereof, the parties shall exchange general releases in the form annexed hereto as Exhibit "B", provided that the general release in favor of defendant shall be held in escrow by its counsel pending payment to plaintiff of the total sum of \$87,635 as set forth in paragraph 1 hereof.

3. Neither party hereto shall make disparaging statements concerning the other party.

4. The parties shall not take any actions or make any statements to publicize the terms of this settlement agreement other than to inform third parties that this action has been settled.

5. Plaintiff agrees that he will comply with those provisions of the Confidentiality and Non-compete Agreement entered into between the parties as of March 23, 2006, that relate to the preservation as confidential of all trade secrets, confidential knowledge, data or other proprietary information relating to defendant's products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the defendant or any of its employees, clients, consultants or licensees.

6. This Court shall retain jurisdiction to enforce the terms of this Stipulation and Order, including to enter judgment against defendant as provided for herein.

Dated: New York, New York
March 10, 2008

Kaiser Saurborn & Mair, P.C.
Attorneys for plaintiff

By: 

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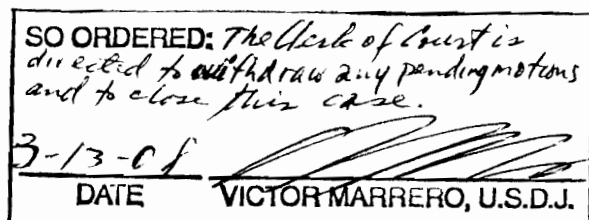


Exhibit A

M. B. K. 40, J

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
TIMOTHY SKENNION,

07 cv. 7466 (VM)

Plaintiffs,

-against-

JUDGMENT

EMAIL DATA SOURCE, INC.,

Defendant.
-----X

This action having been commenced on August 23, 2007, and a copy of the Summons and complaint having been personally served on the defendant, Email Data Source, Inc., and the defendant having appeared in this action and the parties having thereafter reached a settlement of this action on the terms set forth in the Stipulation and Order of Settlement ("Settlement Order") dated March 10, 2008, and the defendant having failed to make the payments required in paragraph 1 of the Settlement Order after notification of the default being duly provided to its counsel as required in the Settlement Order, and the entire remaining settlement amount having now been accelerated pursuant to the terms of the Settlement Order, it is

ORDERED, ADJUDGED AND DECREED that the plaintiff, Timmothy Skennion, have judgment against the defendant, Email Data Source, Inc., in the amount of \$____, and that plaintiff have execution therefor.

J

U.S.D.J..

This document was entered on the docket
on _____.

Exhibit B

GENERAL RELEASE

TO ALL OF WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT

Timothy Skennion, residing at 82 Bloomfield Street, #1C, Hoboken, New Jersey 07030, as Releasor, in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, received from Email Data Source, Inc., as Releasee, receipt of which is hereby acknowledged, releases and discharges the Releasees and Releasees' successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, relating to ownership of all intellectual property rights, including but not limited to patents, copyrights and trademarks, which against the Releasee, the Releasor or Releasor's heirs, executors, administrators, successors and assigns, ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release.

Whenever the text hereof requires, the use of the singular number shall include the appropriate plural number as the text of the within instrument may require.

This Release may not be changed orally.

IN WITNESS WHEREOF, the Releasor has signed this Release on this 5th day of March 2008.

Timothy J. Skennion

STATE OF NEW JERSEY)

ss.:

COUNTY OF _____)

On March 5, 2008, before me personally appeared Timothy J. Skennion, to me known and known to me to be the individual described in and who executed the foregoing medical release form, and who duly acknowledged to me that he executed the same.

Notary Public

GENERAL RELEASE

TO ALL OF WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT

Email Data Source Inc., with a principal office at 65 Broadway, Suite 601, New York 10006, as Releasor, in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, received from Timothy Skennion as Releasee, receipt of which is hereby acknowledged, releases and discharges the Releasee and Releasee's successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, relating to ownership of all intellectual property rights, including but not limited to patents, copyrights and trademarks, which against the Releasee, the Releasor or Releasor's heirs, executors, administrators, successors and assigns, ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release.

Whenever the text hereof requires, the use of the singular number shall include the appropriate plural number as the text of the within instrument may require.

This Release may not be changed orally.

IN WITNESS WHEREOF, the Releasor has signed this Release on this 10th day of March 2008.

Email Data Source, Inc.

By: Carter Nicholas
Title: CEO

STATE OF NEW YORK)ss.:
COUNTY OF NEW YORK)

On March 10, 2008, before me personally appeared Carter Nicholas, to me known and known to me to be the individual described in and who executed the foregoing medical release form, and who duly acknowledged to me that he executed the same.

Notary Public

